

CITY OF FORT MYERS HARBORSIDE EVENT CENTER LEASE AGREEMENT

This Lease, made this ___ **day of** ____, ____, by and between the City of Fort Myers, having its office at: Harborside Event Center, 1375 Monroe Street, Fort Myers, Florida 33901 (Mailing Address: Post Office Box 9204, Fort Myers, FL 33902), (hereinafter called "Lessor") and:

Name of Event:	Name of Lessee:
Authorized Agent:	Address:
Telephone:	
Other:	Fax:

Herein after called "Lessee." In consideration of the mutual covenants contained herein, the parties agree as follows:

LEASED SPACE: Lessee will receive the space in clean condition and is expected to return it in the same condition upon completion of the event. HEC agrees to furnish normal janitorial service in public areas (excluding exhibit show booth cleaning), air conditioning during show hours, work-lights (50% power) during move-in and move-out; full houselights (100% power) during show hours and the items outlined under Addendum "A" of this agreement, which is incorporated herein. HEC grants to Lessee permission to use the following space(s) for the purpose(s) and day(s), date(s), and hours, as shown below and upon all conditions set forth herein.

SPACE	PURPOSES	DAYS/DATES	HOURS
<p>Comment: EVENT ID: SEE ADDENDUM "A"</p> <p style="text-align: center;"><i>All food and beverage will be contracted during the detailing process.</i></p> <p style="text-align: center;"><i>Any additional equipment, services, and labor requested during the detailing process will be added to the final invoice.</i></p>			

1. **PAYMENT TERMS/DEPOSIT:** Lessee agrees to pay HEC for the use of such premises a base rental package cost of \$_____ according to the following non-refundable deposit schedule with the return of this signed Lease agreement.

Deposit Type	Deposit Order	Due Date	Amount Due
First Deposit	1		\$
Second Deposit	2		\$
Final Deposit	3		\$

The balance of the rental package cost, which includes a \$_____ damage deposit, is to be paid no less than 10 business days prior to the start of the event. A **\$150.00** late fee may be charged if final payment is received after the final deposit due date listed above. Payments accepted via Credit Card: MasterCard, VISA, and American Express. Please note that payments by Check or Money Order will only be accepted no less than ten days in advance of function and should be payable to City of Fort Myers/Harborside Event Center. Please include the Event ID located in the above Comment section of this agreement.

HEC may use all or any portion of the damage deposit for repair of damage to the facility, equipment and excess trash removal resulting from Lessee's activity. Should Lessee perform all of Lessee's obligations herein, said deposit shall be applied to the final invoice and the balance, if any, returned to the Lessee.

2. **INSURANCE:** If said event anticipates attendance in excess of 500 people, is a sporting event or concert, or involves the sale and/or consumption of alcoholic beverage, Lessee agrees to provide, not less than twenty-one (21) days prior to event, a general liability insurance policy in the amount of \$1,000,000 in which Harborside Event Center and the City of Fort Myers are named as additional insured as evidenced by an acceptable certificate of insurance.

3. **ESSENCE OF TIME:** Time shall be of essence in this Agreement and the time herein granted shall not be extended for the occupancy or use of the premises by the Lessee without the express written permission of HEC. Any additional time shall be paid for, according to fees determined by HEC, if such permission is granted.

- 4. INGRESS AND EGRESS:** Lessee shall have the right of ingress and egress through the halls and corridors of said Event Center but acquires no other right in any other part of the facility than the area(s) specified above.
- 5. EVENT COORDINATION/STAFFING:** Lessee agrees to provide HEC Event Coordinator all necessary set-up information no less than fourteen (14) days prior to the event. This is including but not limited to: an approved floor plan, decorator schedules, event itinerary, etc. Lessee agrees to pay additional labor charges when correct room set-up information is not received on or before the prescribed time. HEC reserves the right to add additional staff at Lessee's expense based on event requirements and security concerns.
- 6. DECORATIONS AND CONTRACTORS:** Lessee agrees that only decorators and contractors approved by HEC shall be employed on the premises. Contact information of each must be provided to HEC no less than twenty-one (21) days prior to said event for approval.
- 7. EQUIPMENT:** It is furthermore understood and agreed by and between HEC and the Lessee that any of HEC's equipment, utilities and labor that is not a part of the basic rent hereinafter specified under Addendum "A" may be provided for the event by HEC at the request of Lessee, but shall be paid for by the Lessee as an additional service by the HEC at prevailing rates as set forth by HEC. Rates are stated in Addendum "A" of this agreement.
- 8. INTERNET:** HEC maintains exclusive rights to provide Internet access within the facility. All Internet connections throughout the facility will be provided by HEC at the prevailing rate identified in Addendum "A" and should be requested three (3) days in advance of said event.
- 9. VEHICLES WITHIN FACILITY:** If the Lessee or its agents shall bring vehicles into HEC, then the following provisions shall apply:
- **Loading/Unloading:** All loading/unloading of equipment will take place either at the loading docks or the Dean Street loading ramp.
 - **Exhibit Vehicles:** Vehicles are prohibited on all carpeted and terrazzo areas unless permission has been pre-approved by HEC management and floor coverings are protected at Lessee's expense. If placement of exhibit vehicles within HEC is approved, vehicles will be permitted against the South wall only. All other locations will result in additional expense to the Lessee for carpet removal & replacement as determined by the General Manager.
- 10. HEC'S PROPERTY:** All HEC equipment entrusted to the care of Lessee or on the demised premises during the term of this Lease, which shall become lost, stolen, or which shall disappear, shall be the sole responsibility of the Lessee. Lessee shall be responsible to pay full replacement costs to HEC upon demand.
- 11. DAMAGE OR DEFAACEMENT OF BUILDING OR PREMISES:** Lessee agrees to prohibit the use of adhesive badges by its exhibitors, delegates or others in attendance, and Lessee shall not affix nor permit any tape or other adhesive to be affixed to the premises. Lessee shall not in any manner deface said building or premises and shall not cause nor permit to be driven, any nails, hooks, tacks, or screws in any part of said building nor shall Lessee make or allow to be made any alteration of any kind therein. The use of glitter and confetti will result in additional cleaning fees as determined by HEC. If said premises, or any portion of said premises, is damaged by said Lessee, the Lessee will pay to HEC upon demand, such sum as shall be necessary to restore said premise to it's original condition.
- 12. RESPONSIBILITY FOR PROPERTY IN BUILDING:** HEC assumes no responsibility for any property placed in said premises, and Lessee hereby expressly relieves and discharges HEC from any and all liability for any loss, injury or damage to persons or property that may be sustained by reason of the use of occupancy of said premises or any part thereof under this Agreement and all other protective service desired by Lessee must be arranged for by special agreement with HEC at the sole cost and expense of Lessee. The General Manager (G.M.) shall have available to him/her at all times, total and complete access to all portions of the leased premises. Lessee shall supply to the G.M., a key or keys to any and all parts of the premises which Lessee desires to secure under lock, such keys and locks to be provided for and installed and removed at the sole expense of Lessee, subject to immediate removal upon termination of this Agreement, or otherwise at the discretion of the G.M. In the event the G.M. determines it to be necessary to remove any locks, which have been installed by Lessee, the G.M. may order such removal, the cost of which shall be borne by Lessee
- 13. LOST ARTICLES:** HEC shall have the sole right to collect and have the custody of articles left in the premise by persons attending any event held in the premises, and the Lessee or any person in the Lessee's employ shall not collect nor interfere with the collection and custody of such articles.
- 14. SURRENDER OF PREMISES:** Lessee shall quit and surrender the demised premises and all equipment/possessions contained therein to HEC at the end of the aforesaid term in the same condition as at the date of the commencement of this Lease, ordinary use and wear only expected. In the event that the above-described portion of said premises is vacated by Lessee on the date and time named at the end of the term for which said portions of said building are to be used by Lessee in accordance with this Agreement, then HEC shall be and is hereby authorized to move from said building at the expense of the Lessee any and all goods, wares, merchandise and property of any and all kinds and description. HEC shall not be liable for any damages or loss of said goods, wares, merchandise or other property which may be sustained either by reason of such removal or the place to which it may be removed and HEC is hereby expressly released from any and all claims for damages of whatever kind or nature arising from its taking and holding said property. HEC, without liability to Lessee, may dispose of such property as it sees fit without obligation to account to Lessee for any proceeds or value received from the sale or other disposition of such property.
- 15. CATERING/CONCESSIONS:** The Lessee, it's agents and patrons shall bring no food, liquor or other beverages into HEC and

further agrees to adhere to all food and beverage policies as set by HEC management. HEC maintains an exclusive catering agreement with Distinctive Gourmet, hereinafter called "Caterer". Caterer must therefore provide all catered events.

- **Bars & Concession Stands:** If beverage revenues on cash bars do not exceed \$500.00 a \$50.00 bartender fee per bar will apply. Caterer reserves the right to open concession stand(s) based on projected attendance and close stands based on sales. If Caterer does not plan to open a concession stand and the Lessee therefore requests one, then Lessee agrees to guarantee that each concession stand will exceed the minimum sales requirement of \$250.00 within a five (5) hour period or a \$75.00 fee per stand will apply.
- **Alcoholic Beverages:** All alcoholic beverages must be purchased from Caterer. No outside alcoholic beverages are allowed on the premises.
- **Promotional Giveaways:** If Lessee or its agents intend to give away food or beverage, these items must be pre-approved by the Caterer a minimum of three (3) days prior to said event. A vinyl-backed mat must be placed under promotional food/beverage area. If carpet is damaged/soiled a \$15 per sq. yd. cleaning fee will be charged to the Lessee.
- **Price Guarantee:** Menu prices are subject to change and can only be guaranteed ninety (90) days in advance of the event. Menus for food events must be finalized twenty-one (21) days prior to the event. Split menus are available up to two choices and will be billed at the higher menu price.
- **Guaranteed Attendance:** When charges are determined on a per person basis, Lessee agrees to provide Caterer a "guaranteed attendance" four (4) working days prior to the function. Caterer will prepare for and set up for 5% above the guaranteed count to a maximum of 25 people. Lessee agrees to be charged for the actual number of meals served or the guaranteed attendance count, whichever is greater. If the Lessee does not provide Caterer with a guaranteed attendance count within the specified time, Caterer may use the "minimum guarantee", detailed on the estimate. If the guaranteed count is less than 90% of the "minimum guarantee" then the charges shall be increased to reflect the additional costs to Caterer. The "guaranteed attendance" can be increased up to 48 hours prior to the event for a 5% surcharge.
- **Linen Charge:** If the meal function of said event requires linen tablecloths but does not exceed \$10.00 per guest, a linen charge of \$3.25 per tablecloth will be applied to the final invoice.
- **Table Set-Up:** When Lessee provides the "guaranteed attendance" and the approved floor plan exceeds the guarantee, a \$2.00 per table setting fee will apply for each setting in excess of the client's "guaranteed attendance" count. A table setting is defined as a place setting at a table with china, silverware and linen. Extra table settings must complete a table of eight.
- **Service Charge:** A nineteen (19) percent service charge is included on all food and beverage charges.

16. INDEMNITY: Except to the extent that such damages are caused by HEC's sole negligence, Lessee agrees to indemnify and hold harmless HEC and the City of Fort Myers, the City Council, their agents, representatives and employees, from and against all claims, demands or judgment including attorney fees, arising from Lessee's use of the premises or by the use of the premises by Lessee's guests, invitees, agents, employees or contractors, or from the conduct of Lessee's business or from any activity, work or things, done, permitted or suffered by Lessee in or about the premises or elsewhere. Lessee, as a material part of the consideration to HEC, hereby assumes the risk of damages to property or injury to persons, in, upon or about the premises or elsewhere. Lessee hereby waives all claims in respect thereof against HEC. Lessee agrees that the terms of this provision shall remain in effect beyond the term of this Agreement.

17. EVACUATION OF FACILITY: Should it become necessary in the judgment of HEC to evacuate the premises because of reasons of public safety, the Lessee will be permitted to re-enter premises for sufficient time to complete presentation of this event without additional rental charge, providing such time does not interfere with another building Lessee. If it is not possible to complete the presentation of the event, rental shall be forfeited, prorated, or adjusted at the discretion of the HEC based on the situation, and the Lessee hereby waives any claim for damage or compensation from the HEC.

18. OCCUPANCY INTERRUPTION: That in case the said facilities or any part thereof shall be destroyed or damaged by fire or any other cause, or if any other casualty or unforeseen occurrence shall render the fulfillment of this Lease by the HEC impossible or impractical, including without limitation thereto, the requisitioning of the leased premises by the United States Government or of any instrumentality thereof, then and thereupon this Lease shall terminate and the Lessee shall pay rental for said premises only up to the time of such termination, at the rate herein specified, and the said Lessee hereby waives any claim for damages or compensation should this Lease be so terminated. Lessee may, with the approval of the HEC, leave exhibits, equipment, or show material on the premises but Lessee assumes full responsibility in accordance with section 12 and section 14.

19. UNAVOIDABLE OCCURRENCES: If, for any reason, an unforeseen event occurs including, but not limited to fire, casualty, labor strike, terrorist threat/act, war or other unforeseen occurrence, which renders impossible or impractical the fulfillment of any term of this lease, the Lessee shall have no right to nor claim for damages against HEC.

20. RIGHT OF ENTRY: If the said premises or any part thereof shall become vacant during the term of this lease, HEC may re-enter the same and with or without due process of law without being liable therefore, and may at its own option re-rent said premises as the agent of said Lessee and receive rent, and all rights of the Lessee to repossess the premises under this Lease shall be forfeited, the rent being applied first to payment of such expenses as may be incurred in re-entering said premises, and then to the payment of the rent due by Lessee. Lessee covenants and agrees to pay to HEC on demand the balance, if any, of the rental herein agreed to be paid remaining after deducting the net rental resulting from such re-renting, but nothing herein contained shall be construed as imposing any obligation on HEC to so re-rent, or attempt to re-rent the said premises or in any way affect the obligation of the Lessee to pay the full amount of said rental in case said premises shall not be so re-rented. The Lessee shall not be entitled to any surplus accruing as a result of the re-renting.

21. DEFAULT BY LESSEE: Lessee covenants that if any default is made in the payment of the rent or any part thereof at the due dates specified under section one of this Lease, or if any default or violation is made in the terms of this Lease, including cancellation and postponement of said event, at the option of the HEC, this Lease shall cease and terminate. Lessee shall, notwithstanding such re-entry, pay the full amount of said total rental package as herein agreed. In case suit or action is instituted by HEC to enforce compliance with this Agreement, Lessee agrees to pay all court costs and expenses of HEC, including attorney's fees arising from said suit or action.

22. COMPLIANCE WITH LAW: Lessee shall, at Lessee's expense, comply promptly with all applicable statutes, ordinances, rules, regulations, orders and requirements of the State of Florida, City of Fort Myers, and any HEC operating policies established and in effect during the term or any part of the term herein regulating the use by Lessee on the premises. In the event the Lessee shall fail and neglect to comply with the aforesaid statutes, ordinances, rules, orders, regulations and requirements, or in the case the Lessee shall fail or neglect to make any necessary repairs at the cost and expense of the Lessee, and in the case of the Lessee's failure to pay therefore, the said cost and expenses shall be added to the rent and be due and payable as such, or HEC may deduct the same from the balance of any sum remaining in possession of HEC. This provision is in addition to the right of the HEC to terminate this Lease as outlined in section 21. Lessee agrees to obtain any permits and licenses required by HEC or any other applicable governmental authority and to pay any tax, or taxes, (including amusement tax), incidental to the use of the premises under this Lease.

23. ASSIGNMENT AND SUBLETTING RIGHTS: The Lessee may not assign this Lease or sublet any part of the premises without prior written consent of HEC.

24. SALE OF PREMISES: In the event of the sale, conveyance, transfer of lease of the premises, or the property of which said premises are a part, HEC may terminate this Lease upon giving Lessee 30 days written notice of such conveyance and termination.

25. REMEDIES NONEXCLUSIVE: All remedies provided in this Agreement shall be deemed cumulative and additional and not in lieu of or exclusive of each other, or of any other remedy available to HEC at law or in equity.

26. NONDISCRIMINATION: The Lessee agrees not to discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to the hire, tenure, terms, conditions or privileges of employment, or any other matter directly or indirectly related to employment because of race, marital status, color, religion, national origin, ancestry, age, sex, or handicap except where based on a bona-fide occupation qualification. Breach of this covenant may be regarded as a material breach of contract.

27. GENERAL MANAGER DISCRETION: Any matter not expressly provided for herein shall be decided within the reasonable discretion of the HEC General Manager.

28. APPROVAL OF CONTRACT: This lease will not be in force, until signed by both parties and non-refundable deposit as outline in section one of this agreement is received by HEC. If HEC denies approval of this lease, the total deposit will be returned to Lessee.

29. BINDING EFFECT: All terms and conditions of this Lease shall be binding on the parties, their heirs or representations, assigns, and CANNOT be waived by an oral representative or promise of any agent or other person of the parties hereto unless the same be in writing and signed by duly authorized agent or agents who executed this Lease.

HARBORSIDE EVENT CENTER / CITY OF FORT MYERS:

LESSEE:

Rose Bernal-Rundle, General Manager
Harborside Event Center/ City of Fort Myers
Post Office Box 9204, Fort Myers, FL 33902

(Signature of Authorized Agent)

(Title)

(Date Approved)

(Date Signed)

**THIS CONTRACT IS VOID UNLESS SIGNED AND RETURNED WITH THE
NONREFUNDABLE DEPOSIT OF THE TOTAL RENTAL PACKAGE AS DETAILED IN SECTION ONE.**